

Terms and Conditions Governing DuitNow

In these DuitNow Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refers to the Bank of China (M) Berhad customer who is utilizing the DuitNow service and has an account with Bank of China (M) Berhad and reference to “BOCM”, “We”, “Our”, “Ours” and “Us” refers to Bank of China (M) Berhad.

These Terms shall be read together with the BOCM’s General Terms and Conditions Governing Electronic Banking, General Terms and Conditions Governing Accounts and Terms and Conditions Governing National Addressing Database (collectively known as “the General Terms and Conditions”). In the event of inconsistency between the General Terms and Conditions, the Terms shall prevail in relation to DuitNow.

Definitions

“**BOCM**” refers to Bank of China (M) Berhad (Company No: 511251-V), incorporated in Malaysia and having their registered address at Ground, Mezzanine & 1st Floor, Plaza OSK, 25 Jalan Ampang, 50450 Kuala Lumpur.

“**Business Day**” means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

“**DuitNow**” means a service which allows customers to initiate and receive instant credit transfers via a recipient’s account number or DuitNow ID.

“**DuitNow ID**” means common identifiers of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other common identifiers as may be introduced by the DuitNow Operator from time to time.

“**DuitNow Operator**” means Payments Network Malaysia Sdn. Bhd. (Company No.: 836743-D)

“**National Addressing Depository (NAD)**” means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipient’s DuitNow ID and facilitates payment made to a recipient by referencing the recipient’s DuitNow ID.

“**Personal Data**” means any information in respect of commercial transactions that relates directly or indirectly to a customer, who is identified or identifiable from that information which includes, but not limited to, the customer’s name, address, identification card number, passport number, banking information, email address and contact details.

1. Introduction

- 1.1 These Terms apply to and regulate your use of the DuitNow service offered by Us. The DuitNow service allows You to transfer an amount specified by You from Your designated bank or e-money account maintained with Us, to a bank or e-money account maintained by Your recipient at a participating DuitNow participant via Pay-to-account number and

Pay via DuitNow ID, or such other means as prescribed by Us or the DuitNow Operator from time to time.

- 1.2 The DuitNow service offered by Us is part of the Electronic Banking/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with the BOCM's Terms and Conditions Governing Electronic Banking Services.

2. DuitNow Services

- 2.1 If You wish to send funds via DuitNow, You must first initiate a payment by entering the recipient's DuitNow ID in Our Bocnet/Mobile Banking App.
- 2.2 We will perform a 'Look-up Request' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, We will display the name of such registered DuitNow recipient.
- 2.3 You are responsible for the correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.
- 2.4 We will notify You on the status of each successful, failed or rejected DuitNow transaction via any of Our available communication channels chosen by You.
- 2.5 You acknowledge and agree that We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient.
- 2.6 Pursuant to Clause 2.4 above, You agree that once a DuitNow transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow transaction.

3. Multiple Look-Up Requests

- 3.1 You are advised not to submit multiple "Look-Up Requests" without a confirmed a DuitNow transaction. We shall not display the results of the "Look-Up Requests" upon five (5) consecutive Look-Up Requests that are not followed with a confirmed DuitNow transaction.
- 3.2 Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow services, such as where multiple "Look-Up Requests" are submitted without a confirmed DuitNow transaction. You are advised to contact Us should you encounter any issues relating to the foregoing.

4. Recovery of Funds

- 4.1 You have rights in relation to the investigation and recovery of, erroneous payments and unauthorized (includes fraudulent) DuitNow transactions made from Your account.

5. Erroneous DuitNow Transaction

- 5.1 If You have made an erroneous DuitNow transaction, You may request for recovery of the funds within ten (10) business days from the date the erroneous DuitNow transaction was made and We will work with the affected recipient's bank to return the said funds to You within seven (7) Business Day provided the following conditions are met:

- 5.1.1 The funds were actually wrongly credited in the affected recipient's account;
- 5.1.2 If the funds have been wrongly credited, whether the balances in the affected recipient's account is sufficient to cover the funds recovery amount;
- 5.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
- 5.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank may partially remit the recoverable fund back to You.

- 5.2 You may submit request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made provided that:

- 5.2.1 The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient; and
- 5.2.2 The receiving participant shall deliver notifications to the affected recipients in writing regarding the funds recovery requests. The affected recipient shall be given ten (10) Business Days of the notification to provide reasonable evidences that the affected recipient is entitled to the funds in question. After the expiry of the aforesaid ten (10) Business Days, if the affected recipient fails to establish its entitlement to the funds, the receiving participant shall debit the affected recipient's account and remit the funds back to You within five (5) Business Days.

- 5.3 You may submit request to recover funds after seven (7) months from the date of the erroneous DuitNow transaction provided that:

- 5.3.1 The affected recipient's bank is fully satisfied that funds were erroneously credited to the affected recipient;
- 5.3.2 The affected recipient's bank shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and

- 5.3.3 Once consent is obtained, the affected recipient's bank shall debit the affected recipient's account and remit the funds back to You within one (1) Business Day.

6. Unauthorized or Fraudulent DuitNow Transaction

6.1 For DuitNow transactions which were not authorized by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorized or fraudulent DuitNow transaction was made, remit the funds back to You provided the following conditions are met:

- 6.1.1 We shall conduct an investigation and determine within fourteen (14) Business Days, if the unauthorized or fraudulent payment did occur;
- 6.1.2 If We are satisfied that the unauthorized or fraudulent payment instruction did occur and was not caused by You, We shall initiate a reversal process whereby all debit posted to Your account arising from the unauthorized or fraudulent Payment Instruction would be reversed.

7. Liability and Indemnity

7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow Operator shall not be liable to you or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow services offered by Us arising from but not limited to the following:

- 7.1.1 Your negligence, misconduct or breach of any of these Terms;
- 7.1.2 Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
- 7.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of BOCM and the DuitNow Operator; or
- 7.1.4 The suspension, termination or discontinuance of the DuitNow services.

7.2 You shall indemnify, defend and hold Us, Our affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by You (including but not limited to Your negligence, misconduct or breach of any of these Terms).

8. General

- 8.1 We reserve the right to revise at any time, the fees and charges for the use of the DuitNow services, by giving twenty one (21) days prior notice to You. If you continue to access or use the DuitNow services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.2 You acknowledge that We may cancel, terminate or suspend the DuitNow services at any time and with prior notice to You. You shall not be entitled to make any compensation against Us for any and all losses or damages suffered or incurred by You as a result of or arising from such cancellation, termination or suspension of the DuitNow services.
- 8.3 You acknowledge that We reserve the right to change, amend, vary, delete or modify these Terms herein, wholly or in part, at Our absolute discretion, at any time by providing You with twenty one (21) days prior notice in such manner as We deem fit.
- 8.4 You consent to the collection, use and disclosure of your Personal Data by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow services.
- 8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.